

Marion

Prof. FF #1937

7/1/2006 6/30/2007

AGREEMENT

BETWEEN

THE CITY OF MARION, IOWA

AND

**LOCAL 1937 INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS**

JULY 1, 2006

TO

JUNE 30, 2007

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ARTICLE I
RECOGNITION

The City of Marion, Iowa, hereinafter referred to as the "Employer", does hereby recognize Local 1937 International Association of Firefighters and its elected representatives, hereinafter referred to as the "Union" as the exclusive bargaining agent, for all employees of the Fire Department except the Chief and Assistant Chiefs, as defined by the appropriate certification of representation from the State Public Employment Relations Board.

ARTICLE II

GRIEVANCE

Section 1. A grievance shall be considered to exist when there is a disagreement involving an interpretation or application of this Agreement. Employees may consult with a Union representative prior to filing a grievance and may have representation at any step of the procedure. Any Employee, the Union, or the Employer, may present a grievance in writing within five (5) business days of the date of occurrence of the event giving rise to the grievance or from the time when such event might reasonably have been known by the aggrieved person. If not so presented the grieving party shall forfeit and waive such aggrieved rights. Any aggrieved Employee, considering the filing of a grievance, shall first contact his/her immediate supervisor in writing to explain his/her grievance and attempt to resolve the problem. The Union or the Employer need not follow the previous sentence.

Step 1. If the grievance cannot be resolved within twenty-four (24) hours following the meeting with his/her shift officer, the grievance shall be presented to the Chief of the Fire Department or his/her representative. A discussion with the involved parties shall be held and every reasonable effort shall be made to settle the problem promptly.

Step 2. The Chief of the Fire Department or his/her representative shall give a written decision on any grievance presented to him/her within five (5) business days after receiving same.

Step 3. If the written decision of the Chief of the Fire Department or his/her representative is not satisfactory to the aggrieved, the grievance may be appealed to the City Manager within five (5) business days following the written decision of the Chief or his/her representative. The City Manager shall render his/her written decision on the matter within five (5) business days after receipt of the grievance.

Step 4. If the aggrieved Employee or the Union is not satisfied with the disposition of the grievance at Step 3, there shall be available a fourth step of impartial binding arbitration. Grievances which have been processed through the preceding steps of this procedure shall be submitted to arbitration as provided below. If a demand for arbitration is not filed within twenty (20) business days of the third step reply then the grievance will be deemed settled on the basis of the third step answer.

The grievant or his/her representative shall submit in writing, to the City Manager, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within five (5) business days after said notice is given. If the two parties fail to reach agreement on an arbitrator within five (5) business days, the Public Employment Relations Board or Federal Mediation and Conciliation Service shall be requested to provide a panel of five (5) arbitrators. This request shall be in the form of a written communication from the grievant and/or his/her

representative. Each of the two parties shall alternately strike one name at a time from the panel until one shall remain.

The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance shall be submitted in writing within twenty (20) business days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.

The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder.

Each party shall bear its own costs and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by Employer and the grievant or his/her representative.

Should any disagreement arise between the Employer and the Union there shall be no interruption of work and every effort shall be made to settle the grievance as soon as possible in accordance with the grievance procedures as stated within this Agreement.

One (1) business day shall equal one (1) City Hall business day. One (1) shift day shall equal one (1) twenty-four (24)-hour tour of duty.

ARTICLE III
RULES AND REGULATIONS

All rules and regulations for the operation of the Department shall be in accordance with Chapter 6, Section 6.03B of the City Code, and shall not conflict with any of the provisions of this Agreement.

ARTICLE IV

DUES DEDUCTIONS

Section 1. The Employer agrees to deduct, once each month, dues and assessments, in the amount certified to be current by the Treasurer of the local Union, from the pay of those Employees who individually request in writing that such deduction be made. The total amount of deduction shall be remitted each month by the Employer to the Treasurer of the Union.

Section 2. The termination of payroll deduction of Union dues shall be given to the Employer by the Employee by written request at least thirty (30) days in advance of the desired termination date.

Section 3. The Employer shall have no obligation to deduct the dues or other optional deductions of any Employee whose net pay, for the payroll period after all other deductions, is insufficient to cover the amount of such deductions for that particular period. The Union shall hold the Employer harmless for any loss on account of its performance under this Article, against any claims made and against any suits instituted against the Employer on account of payroll deduction of Union dues.

Section 4. The Union agrees to refund to the Employer any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

ARTICLE V

SENIORITY

Section 1. Seniority for City benefits shall be determined by length of continuous service with the City of Marion.

Section 2. A member shall forfeit his/her seniority rights when he/she resigns, is dismissed and is not reinstated, or retires.

Section 3. A seniority list shall be furnished to the Union by the City Clerk, and updated by July 1st of each year.

Section 4. Seniority shall be used for overtime as provided in Article VII, Section 9.

ARTICLE VI

PROBATION

SECTION 1. All new Employees shall serve a probationary period of twelve (12) months, and shall have no seniority rights during this period, but shall be subject to all other clauses of this Agreement. All Employees who have worked twelve (12) months and have successfully met the requirements of this position shall be considered permanent Employees and the probationary period shall be considered part of the seniority time.

ARTICLE VII

HOURS

Section 1. The hours of duty shall be so established so that the average weekly hours of duty in any one year, other than hours during which members may be summoned or kept on duty because of a major emergency shall not exceed fifty-six (56) hours. Fire Prevention and Inspection Employees normal workweek shall consist of forty (40) hours as established by the chief.

Section 2. The duty tour shall normally consist of twenty-four (24) consecutive hours on duty. The shift time shall be from 7:00 a.m. to 7:00 a.m. the following day. This shift schedule is subject to change by the City effective after one (1) week written notice to the Union.

Section 3. Basic rate of pay equals the annual salary divided by two thousand nine hundred twenty (2,920) hours. This is arrived at by taking the total number of hours in a year and dividing it by three (3). Basic rate of pay for Fire Prevention and Inspection Employees equals the annual salary divided by two thousand eighty (2,080) hours.

Section 4. All Employees, covered by the terms of this Agreement who are called back to work from off-duty to perform fire related functions, shall be paid at least one (1) hour minimum at the prevailing overtime rate based on salary schedule. The first hour will be paid at double the regular hourly rate, succeeding hours will be at time and one-half.

Section 5. In the event that a need for overtime should occur in the Fire Department because of an emergency, sickness, or other unforeseen condition overtime shall be paid at the prevailing overtime rate, based on salary schedule, or compensatory time off will be allowed for the Employee. The Employee will choose at the time of overtime whether to be paid overtime or take compensatory time off. All overtime received shall be paid at the overtime rate for actual time worked beginning at the end of the Member's regular tour of duty. The maximum amount of compensatory time an employee can earn is one hundred and sixty-eight (168) hours.

Section 6. The Chief of the Fire Department or his/her representative may grant requests of any two (2) Members of the Fire Department to exchange hours or days off provided: (a) it is voluntary, (b) it is at the Employee's request and not the Employer's, (c) it is not because of Employer's business operations but because of the Employees desire or need to attend to personal matters, (d) records shall be maintained by the Employer of all time traded by its Employees, (e) the period during which time is traded and paid back must be within two (2) weeks from the time the trade is made, (f) such substitution does not impose any additional cost on the Employer, (g) that the Chief or his/her representative is notified not less than twenty-four (24) hours prior to becoming effective, (h) neither the department nor the Employer is held responsible, (i) it is understood the Employee's first responsibility is to his/her position with the Employer.

Section 7. All probationary employees may be placed on a forty (40) hour five (5) day work week schedule for the purpose of attending training. All benefits and compensation shall be at the fifty-six (56) hour rate. This work schedule is not to last for more than ninety (90) consecutive days or periods to total ninety (90) days, or recruit academy training plus up to thirty (30) days prior to or after the recruit academy training, during the first year of service.

Section 8. Temporary light duty may be available if prescribed by a treating physician.

Section 9. In the event of the need for overtime, the policy shall be agreed upon by the Chief and the Union.

Section 10. Employees will be notified of training opportunity as determined by the Chief (other than recertification).

Section 11. Overtime includes, but is not limited to, mandatory training outside normal assigned work hours.

ARTICLE VIII

VACATION

Section 1. Every Employee shall be eligible for vacation with pay after one (1) year of service with the Employer. Employees shall start to earn vacation allowance as of their first date of employment.

Section 2. Vacation allowance shall be earned monthly based on the following schedule:

<u>Years of Service</u>	<u>Hours Earned Per Month 24 Hour Work Schedule</u>	<u>Weeks Earned Per Year 8 Hour Work Schedule</u>
1 st year	7.00	1 week
1 st Anniv.	12.00	2 weeks
4 th Anniv.	15.00	3 weeks
9 th Anniv.	20.00	4 weeks
14 th Anniv.	22.00	5 weeks
19 th Anniv.	27.00	6 weeks

Section 3. Vacation will be taken within two (2) calendar years of accumulation, or be forfeited. All vacation requests will be subject to approval by the Fire Chief, or his/her representative.

Section 4. When an employee on a shift is absent due to military leave, it is the intent of the employer to grant vacation requests as submitted by an employee, whenever operations permit, as determined by the chief.

ARTICLE IX

HOLIDAYS

Section 1. Employees who work a Fire Department shift schedule (2,920 hours per year) shall receive one holiday per month for the months of July through April (ten days in all). Such holiday is to be compensated either by time off from one regularly scheduled duty shift or by straight-time pay for twenty-four (24) hours in lieu of time off. The "floater" holiday will be compensated by either time off from one regularly scheduled day or by straight-time pay for twenty-four hours as long as the employee does not exceed the current maximum of ten (10) days sold during any given contract year. Holidays as described above shall be credited to employees effective the first day of each applicable month; the "floater" holiday shall be credited effective July 1. The employee may use such time either as time off or pay from the point it is accrued through the remainder of the contract year. The employee shall designate no more than ten (10) holidays in which pay is to be taken in lieu of time off. The employee shall submit to the Fire Chief by April 1 of each year a written report as to their intentions with respect to receiving pay for the balance of any unused holiday time for the remainder of the contract year. Any holidays not used or sold during the contract year will be forfeited.

Section 2. In addition to the above, each of the following shall be considered "designated holidays":

July 4th	Christmas
Labor Day	New Year's Eve
Thanksgiving	New Year's Day
Christmas Eve	Veterans Day

An Employee ordinarily assigned to work a shift which begins on a designated holiday, who is available to work that shift, and any Employee who actually works on a designated holiday, shall earn time off for the holiday at a rate of twenty-four (24) hours for July 4th, Labor Day, Thanksgiving, Christmas, New Year's Day, and Veteran's Day; and twelve (12) hours for Christmas Eve and New Year's Eve. Following the date on which such time off is earned, it may be used by the Employee at any time during the contract year in which it is earned. Holiday time cannot be carried forward into the next contract year.

Section 3. Notwithstanding any of the above sections of this Article, the Fire Chief, or his/her designee, in the interest of efficient and effective operation of the Fire Department, may deny any specific holiday leave request.

Section 4. Fire Prevention and Inspection Employees and any other employees assigned to a forty (40) hour shift shall receive holidays in accordance with the City personnel policy.

Section 5. Twenty-four (24) hour holidays shall begin at 7:00 a.m. the day of the holiday and end the next day at 7:00 a.m. Holidays will be taken in no less than twelve (12) hours of day or night time allotments used respectively. Christmas and New Years Eve to start at 7:00 p.m. Holiday time off requested by the Employee shall be subject to the approval of the Chief or designee.

ARTICLE X

INSURANCE

Section 1. For the 2006-2007 contract, the City shall pay the complete cost of the Alliance Select or comparable health plan for the employee and his/her family (if eligible), at deductible rates of \$250 single and \$500 family and out-of-pocket maximums of \$750 single and \$1,000 family. If an Employee who is eligible for family coverage elects only single coverage, the Employee will receive one thousand eight hundred ninety-one dollars (\$1,891.00) in additional wages. The one thousand eight hundred ninety-one dollars (\$1,891.00) will be paid in twelve (12) monthly installments. All Employees must take single insurance coverage, unless otherwise covered by another city policy.

Section 2. Life Insurance. The City shall pay the cost of a twenty thousand dollar (\$20,000.00) Term Life Insurance policy for each Employee.

Section 3. All terms and conditions of insurance coverage provided including eligibility for coverage, coverage period, and dates of premium payments necessary for such coverage shall be determined by the insurance carrier (company).

Section 4. Each Employee shall be covered by the health and major medical program that is currently in effect for the duration of this Agreement.

The City shall have the right at any time to procure the insurance referred to in this Article.

The City will notify the Union regarding the contemplated change of company. In selecting a new insurance carrier, the City may consider any recommendations made by the Union regarding such selection.

ARTICLE XI
LEAVES OF ABSENCE

A. SICK LEAVE

Section 1. Eligible full-time Employees shall earn and accrue sick leave at the rate of one day per month for continuous service starting from date of employment.

Section 2. Sick leave may be accumulated to a maximum limit of ninety (90) days per individual. Sick leave shall be considered upon application before or within a reasonable time after the absence depending on the circumstances of each case.

Section 3. One twenty-four (24)-hour absence shall constitute one day sick leave for a twenty-four (24)-hour Employee. An eight (8)-hour absence for Fire Prevention and Inspection Employees shall constitute one sick day.

Section 4. In case of accident or medical emergency to spouse or minor child requiring immediate hospitalization and the immediate attention of a physician, sick leave may be used if the Employee has exhausted all accumulated vacation, holiday time, and compensation time.

B. DEATH IN FAMILY LEAVE

Section 1. In the event of a death in the immediate family of the Employee, the Employee shall be granted leave with pay up to a maximum of forty-eight (48) duty hours to handle necessary arrangements. The immediate family shall be defined as spouse and children of the Employee, mother, father, brother and sister. The term mother, father and children include stepmother, stepfather, and stepchildren. The term brother and sister shall include a brother and sister of the half-blood relation.

Section 2. In the case of death of other relatives of an Employee, the Employee shall be granted leave with pay up to a maximum of twenty-four (24) duty hours to handle necessary arrangements. Other relatives shall be defined as mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, sister-in-law and brother-in-law.

Section 3. When an Employee is absent because of such leave, the Employee is expected to return at the next regular duty tour. An Employee may be granted an additional twenty-four (24) duty hours of leave at the discretion of the Fire Chief or his/her representative.

C. LEGAL LEAVE

Section 1. An Employee who is called for City related court appearance under subpoena or called to serve jury duty shall be excused from work without loss of pay on the days the Employee is required to appear. If an Employee is required to appear on his/her off duty day he/she shall be paid his/her base rate for the number of hours required for such appearance. The Employee shall provide certification from an official of the court verifying the number of hours for which payment is requested. The final determination of whether such appearance is "City related" shall be made by the City Manager. Any per diem fees the Employee receives during such absence shall be turned over to the City of Marion.

Section 2. When an Employee is excused from such appearance, either temporarily or permanently, on any work day, the Employee shall promptly report to his/her immediate supervisor and shall complete any remaining hours of his/her shift.

D. FAMILY MEDICAL LEAVE

Employees of the City are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the Act.

ARTICLE XII
LONGEVITY PAYMENTS

Section 1. Longevity pay is a separate monetary reward for years of service. Longevity shall be considered a separate benefit for continuous service for the City of Marion.

Section 2. Longevity payments will be paid to Employees in the second paycheck in November in accordance with Appendix "A".

Section 3. If an Employee retires or resigns, he/she shall receive a prorated longevity payment for the number of full months to the nearest one-half (1/2) month, worked from the last December 1st to the date of the Employee's retirement or resignation. Longevity payments shall be made at the time of retirement or resignation.

ARTICLE XIII

STAND-BY PAY

Section 1. In the event that an Employee covered by the terms of this Agreement is required to "stand-by" off duty with a W.T. (Walkie Talkie), or a pager, that Employee shall be compensated at the Federal Minimum Wage per hour for the number of hours he/she stands by.

ARTICLE XIV

OUT OF CLASSIFICATION PAY

Section 1. In the absence of the SHIFT LIEUTENANT, the Firefighter assigned as ACTING LIEUTENANT will receive an additional \$.40 per hour. This pay shall commence after a four (4) hour absence on the first day and continue after the first day at the rate of the twenty-four (24) hours per day until the return of the SHIFT LIEUTENANT. After 24 hours absence, the pay shall also include the first four (4) hours.

Section 2. In the absence of the SHIFT CAPTAIN, the SHIFT LIEUTENANT OR ACTING LIEUTENANT shall receive an additional \$.60 per hour. This pay shall commence after a four (4) hour absence on the first day, and continue at the rate of twenty-four (24) hours per day until the return of the SHIFT CAPTAIN. After 24 hours absence, this pay shall include the first four (4) hours.

ARTICLE XV

EDUCATION CREDIT

Section 1. Employees of the bargaining unit shall receive one dollar (\$1.00) per month per credit hour for education as follows: 2001-2002 – maximum 40 hours, 2002-2003 – maximum 50 hours – 2003-2004 – maximum 60 hours. Eligibility for education credit shall be determined by the following criteria and procedures:

- a. For purposes of computing the monthly credit benefit hours shall be expressed as semester hours. A course rate by quarter (1/4) hours will be given a three to two (3:2) ratio of semester hours credit. For example, a three quarter (3/4) hour course shall be given two (2) semester hours credit.
- b. The monthly compensation shall be applicable to courses heretofore and hereafter completed.
- c. Those hours for which the employees will receive the monthly allowance will mean a post secondary subject which is taken as a required or elective course for a degree (either AA or BA from an accredited institution) in the fire science (including prevention/enforcement), emergency medical service, public administration or business administration fields. The employee shall obtain course approval from the Fire Chief prior to taking the course. In case of a dispute, the City Manager shall determine whether a course qualifies.
- d. Only full-time permanent employees who have successfully completed their probationary period are entitled to education credit.
- e. To qualify for Education Credit, employees:
 1. Shall have the institution send a transcript, at the employee's expense, to the Fire Chief.
 2. Must show, through the transcript, that the course has been successfully completed and employee received a grade of a "C" or better.
- f. In no case is education incentive pay to be granted for completion of course work at the National Fire Academy, State Fire Academy, or similar institutions. This program is for college level work towards a degree in the fields specified in sub-section "c." above.
- g. The monthly credit allowance shall be paid commencing the first pay period after submission of proof of completion of courses.

Section 2. The City will reimburse employees for one hundred percent (100%) of all pre-approved training costs for books, tuition, testing materials for the paramedic program, upon successful completion of training and certification within thirty (30) days of completion of proper reimbursement forms. If an Employee does not complete the training due to call-back, the City will reimburse the employee one hundred percent (100%) of training expenses in the same manner as if the same had been successfully completed.

ARTICLE XVI

SEPARABILITY

Section 1. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect, and the parties shall enter into immediate collective bargaining negotiations for the purpose of replacement of such article or section.

Section 2. This Agreement supersedes and cancels all previous agreements and practices between the Employer and the Union or any Employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

Section 3. The parties acknowledge that during the negotiations which resulted in the agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XVII

NOTICES

Section 1. Any notice provided for herein shall be sufficient if it is in writing and personally delivered to one authorized representative or delivered by certified mail. A notice must be signed.

Section 2. Authorized representatives of the Union are: President, Vice President, Secretary/Treasurer and chosen IAFF representative and any attorney hired by the Union. Authorized representatives of the Employer are: Mayor, City Manager, City Clerk, City Attorney, or labor negotiator.

Section 3. In counting days for timely service of a notice, the rules set out in the Iowa Code shall be followed unless otherwise stated in this Agreement.

ARTICLE XVIII
DURATION PERIOD

Section 1. This Agreement shall become effective as of July 1, 2006, and shall be in full force and effect through June 30, 2007.

Section 2. This Agreement is executed and agreed upon this 16th day of June, 2006.

CITY OF MARION, IOWA

By: _____

Mayor

By: _____

City Manager

By: _____

Chief Negotiator

LOCAL 1937 INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS

By: _____

President

By: _____

Vice President

By: _____

Secretary/Treasurer

By: _____

Chief Negotiator

By: _____

Union Attorney

APPENDIX A

SALARY SCHEDULE FIRE UNION CONTRACT JULY 1 – (3.0%)

YEARS OF SERVICE		0-1 A	1-2 B	2-3 C	3-5 D	5-10 E	OVER 10 F
FIREFIGHTER	ANNUAL	35,924.00	39,144.00	40,924.00	42,017.00	43,418.00	44,720.00
	BI-WEEKLY	1,381.69	1,505.54	1,574.00	1,616.04	1,669.92	1,720.00
	HOURLY	12.303	13.405	14.015	14.389	14.869	15.315
	OVERTIME	18.454	20.108	21.023	21.584	22.304	22.973
	DOUBLETIME	24.605	26.811	28.030	28.779	29.738	30.630
	HOLIDAY	12.303	13.405	14.015	14.389	14.869	15.315
	FLSA	6.151	6.703	7.008	7.195	7.435	7.658
FIREFIGHTER/ PARAMEDIC	ANNUAL	37,144.00	40,362.00	42,142.00	43,235.00	44,636.00	45,976.00
	BI-WEEKLY	1,428.62	1,552.38	1,620.85	1,662.88	1,716.77	1,768.31
	HOURLY	12.721	13.823	14.432	14.807	15.286	15.745
	OVERTIME	19.081	20.734	21.648	22.210	22.929	23.618
	DOUBLETIME	25.441	27.645	28.864	29.613	30.573	31.490
	HOLIDAY	12.721	13.823	14.432	14.807	15.286	15.745
	FLSA	6.360	6.911	7.216	7.403	7.643	7.873
LIEUTENANT	ANNUAL	45,971.00	46,974.00	48,371.00		49,822.00	
	BI-WEEKLY	1,768.12	1,806.69	1,860.42		1,916.23	
	HOURLY	15.743	16.087	16.565		17.062	
	OVERTIME	23.615	24.130	24.848		25.593	
	DOUBLETIME	31.487	32.174	33.131		34.125	
	HOLIDAY	15.743	16.087	16.565		17.062	
	FLSA	7.872	8.043	8.283		8.531	
LIEUTENANT/ PARAMEDIC	ANNUAL	47,264.00	48,192.00	49,590.00		51,076.00	
	BI-WEEKLY	1,817.85	1,853.54	1,907.31		1,964.46	
	HOURLY	16.186	16.504	16.983		17.492	
	OVERTIME	24.279	24.756	25.474		26.238	
	DOUBLETIME	32.373	33.008	33.966		34.984	
	HOLIDAY	16.186	16.504	16.983		17.492	
	FLSA	8.093	8.252	8.491		8.746	

**FIRE UNION CONTRACT
JULY 1, 2006
(3.0%)**

YEARS:		0-1	1-5	OVER 5
CAPTAIN 2920 HOURS	ANNUAL	51,218.00	52,821.00	54,407.00
	BI-WEEKLY	1,969.92	2,031.58	2,092.58
	HOURLY	17.540	18.089	18.633
	OVERTIME	26.311	27.134	27.949
	DOUBLETIME	35.081	36.179	37.265
	HOLIDAY	17.540	18.089	18.633
	FLSA	8.770	9.045	9.316
CAPTAIN/ PARAMEDIC 2920 HOURS	ANNUAL	52,507.00	54,040.00	55,661.00
	BI-WEEKLY	2,019.50	2,078.46	2,140.81
	HOURLY	17.982	18.507	19.062
	OVERTIME	26.973	27.760	28.593
	DOUBLETIME	35.964	37.014	38.124
	HOLIDAY	17.982	18.507	19.062
	FLSA	8.991	9.253	9.531
CAPTAIN 2080 HOURS	ANNUAL	51,218.00	52,821.00	54,407.00
	BI-WEEKLY	1,969.92	2,031.58	2,092.58
	HOURLY	24.624	25.395	26.157
	OVERTIME	36.936	38.092	39.236
	DOUBLETIME	49.248	50.789	52.314
	HOLIDAY	24.624	25.395	26.157
	FLSA	12.312	12.697	13.079
CAPTAIN/ PARAMEDIC 2080 HOURS	ANNUAL	52,507.00	54,040.00	55,661.00
	BI-WEEKLY	2,019.50	2,078.46	2,140.81
	HOURLY	25.244	25.981	26.760
	OVERTIME	37.866	38.971	40.140
	DOUBLETIME	50.488	51.962	53.520
	HOLIDAY	25.244	25.981	26.760
	FLSA	12.622	12.990	13.380
LONGEVITY OVER 5 YEARS			\$ 400	
LONGEVITY OVER 10 YEARS			\$ 600	
LONGEVITY OVER 15 YEARS			\$ 700	
LONGEVITY OVER 20 YEARS			\$ 900	
LONGEVITY OVER 25 YEARS			\$1,200	

MEMORANDUM

June 22, 2006

TO: Fire Department Employees

FROM: Jeff Schott, City Manager JS

RE: Uniform Allowance and Sick Leave Cash-Out

You are hereby advised of the following policies of the City of Marion to take effect FY 06-07 regarding uniform allowance and sick leave cash-out:

Uniforms – In every case in which the city requires an employee to wear uniforms, the city will budget an amount of \$600.00 per year clothing allowance to be disbursed: \$300.00 first paycheck in April; and \$300.00 first paycheck in October for such uniforms.

Employees are expected to comply with applicable departmental rules and regulations regarding uniforms and appearance.

Sick Leave Cash-Out – All sick leave benefits shall terminate and/or be forfeited upon termination of employment, except upon retirement, an employee shall be paid as part of their last year of employment, 50% (fifty percent) of sick leave accumulated in excess of 90 (ninety) days, to a maximum payment of 60 (sixty) days. Retirement for 100% benefit shall mean twenty-two (22) years of service and attaining age fifty-five (55). However, any employee terminating after completing fifteen years of service with a vested right to retirement shall be paid as a part of their last year of employment on a pro-rata basis according to the number of years of service as follows:

<u>Years Completed</u>	<u>Percentage</u>
15	84
16	86
17	88
18	91
19	93
20	95
21 years or more	98

JS:st

MEMORANDUM OF UNDERSTANDING

Between the City of Marion and
Local 1937 of the International Association of Firefighters

June 23, 2006

Subject: Vacation Accrual


Purpose: The purpose of this agreement is to clarify the intent of the vacation accrual referred to in Article VIII, Section 2 of the FY 06-07 Union Contract between the City of Marion and Local 1937 of the International Association of Firefighters as pertains to employees on standard 8-hour work schedule.


Agreement: Vacation allowance shall be earned monthly based on the following schedule:

<u>Years of Service</u>	<u>Hours Earned Per Month 8-Hour Work Schedule</u>
1 st Year	$3.33 + 2.0 = 5.33$
1 st Anniversary	$6.66 + 2.0 = 8.66$
4 th Anniversary	$10.00 + 2.0 = 12.00$
9 th Anniversary	$13.33 + 2.0 = 15.33$
14 th Anniversary	$16.66 + 2.0 = 18.66$
19 th Anniversary	$20.00 + 2.0 = 22.00$

Effective: This agreement is effective July 1, 2006 and will remain in effect unless this section of the Agreement is modified as part of a new agreement.

This agreement is executed and agreed upon this 23 day of June, 2006.


Robert Schlitter, President – IAFF – Local 1937


Jeff Schott, City Manager – City of Marion


Terry Jackson, Fire Chief, Marion Fire Department